



**City of Santa Ana  
20 Civic Center Plaza, Santa Ana, CA 92701  
Historic Resources Commission Staff Report  
September 2, 2021**

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**Topic:** HRCA No. 2021-17, HRC 2021-17, HPPA No. 2021-16 – The Cecil E. Tozier House

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**RECOMMENDED ACTION**

1. Adopt a resolution approving Historic Resources Commission Application No. 2021-17 and Historic Register Categorization No. 2021-17 (Exhibit 1).
2. Recommend that the City Council authorize the City Manager and Clerk of the Council to execute the attached Mills Act agreement with Gerald and Mary O'Connell, subject to non-substantive changes approved by the City Manager and City Attorney (Exhibit 2).

**EXECUTIVE SUMMARY**

Gerald and Mary O'Connell are requesting approval to designate an existing residence located at 2420 North Park Boulevard to the Santa Ana Register of Historical Properties, as well as approval to execute a Mills Act agreement with the City of Santa Ana.

**DISCUSSION**

**Project Location and Site Description**

The subject property is located on the south side of North Park Boulevard in the Floral Park neighborhood. The site contains a 2,357-square-foot, Spanish Colonial Revival style residence and attached garage on a 9,800-square-foot residential lot (Exhibit 3).

**Analysis of the Issues**

*Historical Listing*

In March 1999, the City Council approved Ordinance No. NS-2363 establishing the Historic Resources Commission and the Santa Ana Register of Historical Properties. The Historic Resources Commission may, by resolution and at a noticed public hearing,

designate as a historical property any building or part thereof, object, structure, or site having importance to the history or architecture of the city in accordance with the criteria set forth in Section 30-2 of the Santa Ana Municipal Code (SAMC). This project entails applying the selection criteria established in Chapter 30 of the Santa Ana Municipal Code (Places of Historical and Architectural Significance) to determine if this structure is eligible for historic designation to the Santa Ana Register of Historical Properties. The first criterion for selection requires that the structures be 50 or more years old.

The structure identified meets the minimum selection criteria for inclusion on the Santa Ana Register of Historical Properties pursuant to criteria contained in Section 30-2 of the Santa Ana Municipal Code, as the structure is 94 years old and is a good example of period architecture. No known code violations exist on record for this property.

The property, recognized as the Cecil E. Tozier House, is a representative example of the Spanish Colonial Revival style. This house was originally constructed in 1927 and was valued at approximately \$8,000. At the time of its construction, the listed property owner was the Olbert A. Haley who lived in the property for seven years with his wife Ellen Haley. Mr. Haley, a partner in Haley and O'Conner, sold Hudson automobiles. In 1923, Haley was listed as a partner in the Dodge Brothers Motor Court located at 415 North Bush Street (Marsh, 1998). After 1934, the property was sold multiple times, including to Colonel William G. Archer (1934), O.E. Scharer (1937), and Mary E. Schofield (1938). In 1940, the property was sold to Cecil E. and Mary E. Tozier who resided on the property until the 1950s. Cecil E. Tozier was a "master musician," who played with the bands of John Phillip Sousa (five seasons), Arthur Pryor (two seasons), Herbert L. Clarke, among others. The property was sold to R. G. Harris in 1962 who resided in the property for an unknown amount of time.

The Cecil E. Tozier House is a one-story house constructed in the Spanish Colonial Revival architectural style. The house is asymmetric in design, with a roof clad in clay barrel tiles and exteriors covered in a hand-troweled stucco finish. The front (north) section of the house is capped by a cross-gabled roof with a covered entry patio integrated into its façade design, while a side-gabled roof extends towards the rear (south) of the property, embracing a generously sized rear courtyard patio. The front (north) elevation features a prominent recessed, wood multi-light casement picture window centered below the front-facing gable, and a pair of multi-light casement windows at either side of an exterior chimney rising above the roof clad in a hand-troweled stucco finish. The front-facing gable roof extends towards the west to create a covered entry with a series of arched openings facing an uncovered patio area that is enclosed by a hand-troweled stucco covered half-height wall. Fenestration along the sides and rear (east, west, and south) elevations consists of wood, double-hung windows with crisscross pattern design, four-over-over and six-over-six double-hung windows, and multi-light casement windows. Two secondary entries on the south elevation face the rear courtyard patio, characterized by multiple multi-paned French doors, and one sheltered by a secondary covered porch with arches. A one-story

garage with a flat roof and a parapet with clay barrel tile coping is attached to the residence and located towards the rear (south) of the property. Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.

The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as “Contributive” because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture.

### *Mills Act Agreement*

Ordinance No. NS-2382 authorized the Historic Resources Commission to execute Historic Property Preservation Agreements (HPPA), commonly known as Mills Act agreements for eligible properties (Exhibit 2). To be eligible for the Mills Act, the property must be listed on the Santa Ana Register of Historical Properties. The Historic Resources Commission Application and Historic Register Categorization actions proposed for this site authorize the listing of the property on the local register. The agreement provides monetary incentives to the property owner in the form of a property tax reduction in exchange for the owner’s voluntary commitment to maintain the property in a good state of repair as necessary to maintain its character and appearance. Once recorded, the agreement generates a different valuation method in determining the property’s assessed value, resulting in tax savings for the owner. Aside from the tax savings, the benefits include:

- Long term preservation of the property and visual improvement to the neighborhood
- Allows for a mechanism to provide for property rehabilitation
- Provides additional incentive for potential buyers to purchase historic structures
- Discourages inappropriate alterations to the property

The property has no identified unauthorized modifications. Upon consideration of the application, it is recommended that the City enter into a Historic Property Preservation Agreement.

### **Public Notification**

The subject site is located within the Floral Park Neighborhood Association. The president of this Neighborhood Association was notified by mail 10 days prior to this public hearing. In addition, the project site was posted with a notice advertising this public hearing, a notice was published in the Orange County Reporter and mailed

notices were sent to all property owners within 500 feet of the project site. At the time of this printing, no correspondence, either written or electronic, has been received from any members of the public.

### **ENVIRONMENTAL IMPACT**

Pursuant to the California Environmental Quality Act (CEQA) and the CEQA Guidelines, the project is exempt from further review pursuant to Section 15331 of the CEQA Guidelines (Class 31 – Historical Resource Restoration/Rehabilitation) as these actions are designed to preserve historic resources. Based on this analysis, a Notice of Exemption, Environmental Review No. 2021-90 will be filed for this project.

### **FISCAL IMPACT**

The Historic Property Preservation Agreement will reduce the Property Tax revenue account 01102002-50011 to the City by an estimated \$482.11 annually, for a period of not less than ten years.

### **EXHIBIT(S)**

1. Resolution
2. Mills Act Agreement
3. 500-Foot Radius Map

Submitted By:  
Pedro Gomez, AICP, Associate Planner

Approved By:  
Minh Thai, Executive Director of Planning and Building Agency, Planning and Building Agency

RESOLUTION NO. 2021-XXX

A RESOLUTION OF THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA APPROVING HISTORIC RESOURCES COMMISSION APPLICATION NO. 2021-17 TO PLACE THE PROPERTY LOCATED AT 2420 NORTH PARK BOULEVARD, SANTA ANA, ON THE HISTORICAL REGISTER AND APPROVING HISTORIC REGISTER CATEGORIZATION NO. 2021-17 PLACING SAID PROPERTY WITHIN THE CONTRIBUTIVE CATEGORY

BE IT RESOLVED BY THE HISTORIC RESOURCES COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

**Section 1.** The Historic Resources Commission of the City of Santa Ana hereby finds, determines, and declares as follows:

- A. On September 2, 2021, the Historic Resources Commission held a duly noticed public hearing for the placement on the Santa Ana Register of Historical Properties (Historic Resources Commission Application No. 2021-17) and categorization (Historic Resources Commission Categorization No. 2021-17) of the Cecil E. Tozier House located at 2420 North Park Boulevard, Santa Ana.
- B. The Cecil E. Tozier House has distinctive architectural features of the Spanish Colonial Revival style and was built in 1927.
- C. The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture. Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.
- D. The legal owners of the property are Gerald and Mary O'Connell.
- E. The legal description for the subject property is attached hereto as Exhibit A and incorporated by this reference as though fully set forth herein.

- F. The subject property meets the standards for placement on the City of Santa Ana Register of Historic Properties pursuant to Section 30-2 of the Santa Ana Municipal Code.
- G. The subject property meets the minimal standards for placement in the Contributive category pursuant to Section 30-2.2(3) of the Santa Ana Municipal Code.

**Section 2.** In accordance with the California Environmental Quality Act, the recommended actions are exempt from further review under CEQA Guidelines Section 15331, Class 31, as these actions are designed to preserve historical resources. Categorical Exemption No. ER-2021-90 will be filed for this project.

**Section 3.** The Historic Resources Commission of the City of Santa Ana, after conducting the public hearing, hereby approves:

- A. Historic Resources Commission Application No. 2021-17 to place the Cecil E. Tozier House located at 2420 North Park Boulevard, Santa Ana, 92706 on the historical register, and
- B. Historic Register Categorization No. 2021-17 placing the Cecil E. Tozier House located at 2420 North Park Boulevard, Santa Ana, 92706 within the Contributive category.

These decisions are based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Staff report and exhibits attached thereto, the report entitled "Historical Property Description," and the public testimony, all of which are incorporated herein by this reference.

**Section 4.** For the subject property, a report entitled "Historical Property Description" is on file with the Planning Division, and is hereby approved and adopted, and together with the staff report and this Resolution, justify the findings for placement on the City of Santa Ana Register of Historical Properties into a category. The Historic Resources Commission Secretary is authorized and directed to include this Resolution in the City of Santa Ana Register of Historical Properties.

**Section 5.** The Historic Resources Commission Secretary is hereby directed to file a certified copy of this Resolution with the County Recorder's Office after the adoption of this Resolution pursuant to Public Resources Code Section 5029.

ADOPTED this 2<sup>nd</sup> day of September, 2021.

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Tim Rush  
Chairperson

APPROVED AS TO FORM:  
Sonia R. Carvalho, City Attorney

By: John M. Funk  
John M. Funk  
Sr. Assistant City Attorney

AYES: Commission members \_\_\_\_\_

NOES: Commission members \_\_\_\_\_

ABSTAIN: Commission members \_\_\_\_\_

NOT PRESENT: Commission members \_\_\_\_\_

#### CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Historic Resources Commission Secretary, do hereby attest to and certify the attached Resolution No. 2021-XXX to be the original resolution adopted by Historic Resources Commission of the City of Santa Ana on September 2, 2021.

Date: \_\_\_\_\_

\_\_\_\_\_  
Commission Secretary  
City of Santa Ana

**EXHIBIT A**  
**LEGAL DESCRIPTION**

<b>APN</b>	<b>Address</b>	<b>Legal Description</b>	<b>Owner Names</b>
002-121-06	2420 North Park Boulevard	THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:  LOT(S) 37 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE(S) 33 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.	Gerald and Mary O'Connell



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

FREE RECORDING PURSUANT TO GOVERNMENT CODE § 27383

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## HISTORIC PROPERTY PRESERVATION AGREEMENT

This Historic Property Preservation Agreement (“Agreement”) is made and entered into by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (hereinafter referred to as “City”), and **Gerald F. O’Connell and Mary E. O’Connell, husband and wife as joint tenants**, (hereinafter collectively referred to as “Owner”), owner of real property located at **2420 North Park Boulevard, Santa Ana, California**, in the County of Orange and listed on the Santa Ana Register of Historical Properties.

### RECITALS

- A. The City Council of the City of Santa Ana is authorized by California Government Code Section 50280 et seq. (known as the “Mills Act”) to enter into contracts with owners of qualified historical properties to provide for appropriate use, maintenance, rehabilitation and restoration such that these historic properties retain their historic character and integrity.
- B. The Owner possesses fee title in and to that certain qualified real property together with associated structures and improvements thereon, located at **2420 North Park Boulevard, Santa Ana, CA, 92706** and more particularly described in Exhibit “A,” attached hereto and incorporated herein by reference, and hereinafter referred to as the “Historic Property”.
- C. The Historic Property is officially designated on the Santa Ana Register of Historical Properties pursuant to the requirements of Chapter 30 of the Santa Ana Municipal Code.
- D. City and Owner, for their mutual benefit, now desire to enter into this Agreement which defines and limits the use and alteration of this Historic Property in order to enhance and maintain its value as a cultural and historical resource for Owner and for the community; to prevent inappropriate alterations to the Historic Property and to ensure that repairs, additions, new building, and other changes are appropriate; and to ensure that rehabilitation and maintenance are carried out in an exemplary manner.

- E. Owner and City intend to carry out the purposes of California Government Code, Chapter 1, Part 5 of Division 1 of Title 5, Article 12, Section 50280 et seq., which will enable the Historic Property to qualify for an assessment of valuation as a restricted historical property pursuant to Article 1.9, Sec. 439 et seq., Chapter 3 Part 2 of Division 1 of the California Tax and Revenue Code.

NOW, THEREFORE, the City of Santa Ana and the Owner of the Historic Property agree as follows:

**1. Effective Date and Terms of Agreement.**

This Agreement shall be effective and commence on **October 20, 2021**, and shall remain in effect for a term of ten (10) years thereafter. Each year, upon the anniversary of the effective date of this Agreement, such initial term will automatically be extended as provided in California Government Code Sections 50280 through 50290 and in Section 2, below.

**2. Renewal.**

a. Each year on the anniversary of the effective date of this Agreement, a year shall automatically be added to the initial ten (10) year term of this Agreement unless written notice of nonrenewal is served as provided herein.

b. If the Owner or the City desire(s) in any year not to renew the Agreement, the Owner or City shall serve written notice of nonrenewal of the Agreement on the other party. Unless such notice is served by the Owner to the City at least ninety (90) days prior to the annual renewal date, or served by the City to the Owner at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the term of the Agreement as provided herein.

c. Within 30 days from receipt of City's notice of nonrenewal, the Owner may file a written protest of City's decision of nonrenewal. The City may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to the Owner of nonrenewal.

d. If either the Owner or the City serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, either from its original execution or from the last renewal of the Agreement, whichever may apply.

**3. Standards and Conditions for Historic Property.**

During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements and restrictions:

a. Owner shall maintain the Historic Property in a good state of repair and shall preserve, maintain, and, where necessary, restore or rehabilitate the property and its character-defining features described in the "Historical Property Description" attached hereto, marked as Exhibit B, notably the general architectural form, style, materials, design, scale, proportions, organization of windows, doors, and other openings, textures, details, mass, roof line, porch and other aspects of the appearance of the exterior to the satisfaction of the City.

b. All changes to the Historic Property shall comply with applicable City plans and regulations, and conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, namely the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation Projects. These guidelines are attached hereto, marked as Exhibit C, and incorporated herein by this reference. Owner shall continually maintain the Historic Property in the same or better condition.

c. A view corridor enabling the general public to see the Historic Property from the public right-of-way shall be maintained, and Owner shall not be permitted to block the view corridor to the property with any new structure, such as walls, fences or shrubbery, so as to prevent the viewing of the historic landmark by the public.

d. The following are prohibited: demolition of the Historic Property or destruction of character-defining features of the building or site; removal of trees and other major vegetation unless removal is approved by a rehabilitation plan approved by the Historic Resources Commission; paving of yard surface; exterior alterations or additions unless approved by the Historic Resources Commission and such alterations are in keeping with the Secretary of Interior's Standards; deteriorating, dilapidated or unrepaired structures such as fences, roofs, doors, walls, and windows; storage of junk, trash, debris, discarded or unused objects such as cars, appliances, or furniture; and other unsightly by decoration, structure or vegetation which is unsightly by reason of its height, condition, or inappropriate location.

e. Owner shall allow reasonable periodic inspection by prior appointment, as needed or at least every five (5) years after the initial inspection, of the interior and exterior of the Historic Property by representatives of the City of Santa Ana, the County Assessor, the State Department of Parks and Recreation, and the State Board of Equalization, to determine the Owner's compliance with the terms and provisions of this Agreement.

#### **4. Furnishing of Information.**

The Owner hereby agrees to furnish the City with any and all information requested which may be necessary or advisable to determine compliance with the terms and provisions of this Agreement.

#### **5. Cancellation.**

a. The City, following a duly noticed public hearing by the City Council as set forth in Government Code Section 50280, et. seq., may cancel this Agreement if it determines that the Owner have breached any of the conditions of this Agreement, or has allowed the property to deteriorate to the point that it no longer meets the standards for a qualified Historic Property, or if the City determines that the Owner have failed to restore or rehabilitate the property in the manner specified in Section 3 of this Agreement. If a contract is cancelled for these reasons, the Owner shall pay a cancellation fee to the County Auditor as set forth in Government Code Section 50286. This cancellation fee shall be a percentage (currently set at twelve and one-half (12 ½) percent by Government Code Section 50286) of the current fair market value of the

property at the time of the cancellation, as determined by the county assessor, without regard to any restriction imposed pursuant to this Agreement.

b. If the Historic Property is destroyed by earthquake, fire, flood or other natural disaster such that in the opinion of the City Building Official more than sixty (60) percent of the original fabric of the structure must be replaced, this Agreement shall be canceled immediately because, in effect, the historic value of the structure will have been destroyed. No fee shall be imposed in the case of destruction by acts of God or natural disaster.

c. If the Historic Property is acquired by eminent domain and the City Council determines that the acquisition frustrates the purpose of this Agreement, this Agreement shall be cancelled and no fee imposed, as specified in Government Code Section 50288.

## **6. Enforcement of Agreement.**

a. In lieu of and/or in addition to any provisions to cancel the Agreement as referenced herein, City may specifically enforce, or enjoin the breach of, the terms of the Agreement. In the event of a default, under the provisions to cancel the Agreement by Owner, the City shall give written notice to Owner by registered or certified mail, and if such a violation is not corrected to the reasonable satisfaction of the City Manager or designee within thirty (30) days thereafter, or if not corrected within such a reasonable time as may be required to cure the breach or default, or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default may be commenced within thirty (30) days and shall thereafter be diligently pursued to completion by Owner), then City may, without further notice, declare a default under the terms of this Agreement and may bring any action necessary to specifically enforce the obligations of Owner growing out of the terms of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Owner or apply for such relief as may be appropriate.

b. City does not waive any claim of default by the Owner if City does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for in this Agreement or in City's regulations governing historic properties are available to City to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

## **7. Binding effect of Agreement.**

a. Owner hereby subjects the Historic Property, located at 2420 North Park Boulevard, Assessor Parcel Number, 002-121-06, and more particularly described in Exhibit A, in the City of Santa Ana, to the covenants, conditions, and restrictions as set forth in this Agreement.

b. City and Owner hereby declare their specific intent that the covenants, conditions and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors and assigns in title or interest to the Historic

Property. Every contract, deed, or other instrument hereinafter executed, covering or conveying the Historic Property or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the tenants, restrictions, and reservations expressed in this Agreement regardless of whether such covenants, conditions and restrictions are set forth in such contract, deed, or other instrument.

**8. No Compensation.**

Owner shall not receive any payment from City in consideration of the obligation imposed under this Agreement, it being recognized that the consideration for the execution of this Agreement is the substantial public benefit to be derived therefrom and the advantage that will accrue to Owner as a result of the effect upon the assessed value of the Property on the account of the restrictions on the use and preservation of the Property.

**9. Notice.**

Any notice required by the terms of this Agreement shall be sent to the address of the respective parties as specified below or at other addresses that may be later specified by the parties hereto.

City: City of Santa Ana  
20 Civic Center Plaza (M-30)  
Santa Ana, CA 92702  
Attn: Clerk of the Council

Owners: Gerald and Mary O'Connell  
2420 North Park Boulevard  
Santa Ana, CA 92706

**10. General Provisions.**

a. None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns, nor shall such terms, provisions or conditions cause them to be considered joint ventures or members of any joint enterprise.

b. The Owner agrees to and shall indemnify and hold the City and its elected and appointed officials, officers, agents, and employees harmless from liability for damage or claims for damage for personal injuries, including death, and claims for property damage which may arise from the direct or indirect use or operations of the Owner or those of his or her contractor, subcontractor, agent, employee, or other person acting on his or her behalf which relates to the use, operation, and maintenance of the Historic Property. The Owner hereby agrees to and shall defend the City and its elected and appointed officials, officers, agents, and employees with respect to any and all actions for damages caused by, or alleged to have been caused by, reason of the Owner's activities in connection with the Historic Property.

c. This hold harmless provision applies to all damages and claims for damages suffered, or alleged to have been suffered, and costs of defense incurred, by reason of the operations referred to in this Agreement regardless of whether or not City prepared, supplied, or approved the plans, specifications or other documents for the Historic Property.

d. All of the agreements, rights, covenants, conditions, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns, and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner whatsoever.

e. In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to court costs and other relief ordered by the court.

f. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, or by subsequent preemptive legislation, the validity and enforceability of the remaining provisions, or portions thereof, shall not be effected thereby.

g. This Agreement shall be construed and governed in accordance with the laws of the State of California, with venue in Orange County.

#### **11. Recordation.**

No later than twenty (20) days after the parties execute and enter into this Agreement, the City shall cause this Agreement to be recorded in the office of the County Recorder of the County of Orange.

#### **12. Amendments.**

This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

#### **13. Effective Date**

This Agreement shall be effective on the day and year first written above in Section 1.

{Signature page follows}

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
DAISY GOMEZ  
Clerk of the Council

\_\_\_\_\_  
KRISTINE RIDGE  
City Manager

**OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
GERALD F. O'CONNELL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MARY E. O'CONNELL

**APPROVED AS TO FORM:**

SONIA CARVALHO  
City Attorney

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
JOHN M. FUNK  
Assistant City Attorney

\_\_\_\_\_  
MINH THAI  
Executive Director  
Planning and Building Agency

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT(S) 37 OF TRACT NO. 755, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 22 PAGE(S) 33 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**Assessor's Parcel Number: 002-121-06**



# EXECUTIVE SUMMARY

**Cecil E. Tozier House**  
**2420 North Park Boulevard**  
**Santa Ana, CA 92706**

NAME	Cecil E. Tozier House			REF. NO.
ADDRESS	2420 North Park Boulevard			
CITY	Santa Ana	ZIP	92706	ORANGE COUNTY
YEAR BUILT	1927	LOCAL REGISTER CATEGORY: Contributive		
HISTORIC DISTRICT	None	NEIGHBORHOOD	Floral Park	
CALIFORNIA REGISTER CRITERIA FOR EVALUATION	C/3	CALIFORNIA REGISTER STATUS CODE	5S3	

Location: ☐ Not for Publication ☒ Unrestricted

☐ Prehistoric ☒ Historic ☐ Both

## **ARCHITECTURAL STYLE:** Spanish Colonial Revival

The Mission/Spanish Colonial Revival style, as its name implies, encompasses two major subcategories. The Mission Revival vocabulary, popular between 1890 and 1920, drew its inspiration from the missions of the Southwest. Identifying features include curved parapets (or espadaña); red tiled roofs and coping; low-pitched roofs, often with overhanging eaves; porch roofs supported by large, square piers; arches; and wall surfaces commonly covered in smooth stucco. The Spanish Colonial Revival flourished between 1915 and 1940, reaching its apex during the 1920s and 1930s. The movement received widespread attention after the Panama-California Exposition in San Diego in 1915, where lavish interpretations of Spanish and Mexican prototypes were showcased. Easily recognizable hallmarks of the Spanish Colonial Revival are low-pitched roofs, usually with little or no overhangs and red tile roof coverings, flat roofs surrounded by tiled parapets, and stuccoed walls. The Spanish vocabulary also includes arches, asymmetry, balconies and patios, window grilles, and wood, wrought iron, tile, or stone decorative elements.

## **SUMMARY/CONCLUSION:**

The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture (Santa Ana Municipal Code, Section 30-2.2).

## **EXPLANATION OF CODES:**

- California Register Criteria for Evaluation: (From California Office of Historic Preservation, Technical Assistance Series # 7, "How to Nominate Resources to the California Register of Historical Resources," September 4, 2001.)
  - 3:** It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
- It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values.
  - 5S3:** Appears to be individually eligible for local listing or designation through survey evaluation

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**PRIMARY RECORD**

Primary # \_\_\_\_\_  
HRI # \_\_\_\_\_  
Trinomial \_\_\_\_\_  
NRHP Status Code \_\_\_\_\_

Other Listings \_\_\_\_\_  
Review Code \_\_\_\_\_ Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Page 1 of 3 Resource name(s) or number (assigned by recorder) *Cecil E. Tozier House*

**P1. Other Identifier:**

\*P2. Location: ☐ Not for Publication ☒ Unrestricted

\*b. USGS 7.5' Quad *TCA 1725*

\*c. Address *2420 North Park Boulevard*

\*e. Other Locational Data: *Assessor's Parcel Number 002-121-06*

\*a. County *Orange County*

Date: *March 3, 2015*

City *Santa Ana*

Zip *92706*

\*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

*The Cecil E. Tozier House is a one-story house constructed in the Spanish Colonial Revival architectural style. The house is asymmetric in design, with a roof clad in clay barrel tiles and exteriors covered in a hand-troweled stucco finish. The front (north) section of the house is capped by a cross-gabled roof with a covered entry patio integrated into its façade design, while a side-gabled roof extends towards the rear (south) of the property, embracing a generously sized rear courtyard patio. The front (north) elevation features a prominent recessed, wood multi-light casement picture window centered below the front-facing gable, and a pair of multi-light casement windows at either side of an exterior chimney rising above the roof clad in a hand-troweled stucco finish. The front-facing gable roof extends towards the west to create a covered entry with a series of arched openings facing an uncovered patio area that is enclosed by a hand-troweled stucco covered half-height wall. Fenestration along the sides and rear (east, west, and south) elevations consists of wood, double-hung windows with crisscross pattern design, four-over-over and six-over-six double-hung windows, and multi-light casement windows. Two secondary entries on the south elevation face the rear courtyard patio, characterized by multiple multi-paned French doors, and one sheltered by a secondary covered porch with arches. A one-story garage with a flat roof and a parapet with clay barrel tile coping is attached to the residence and located towards the rear (south) of the property. The property is generally landscaped with low vegetation, shrubs, and lawn. The house appears intact and is in good condition.*

\*P3b. Resource Attributes: (list attributes and codes) *HP2. Single-family residence*

\*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other

**P5a. Photo**



**P5b. Photo:** (view and date)

*July 2021*

*North elevation, facing southeast.*

**\*P6. Date Constructed/Age and**

**Sources:** ☒ historic

*1927/City of Santa Ana Building Permit*

**\*P7. Owner and Address:**

*Gerald and Mary O'Connell  
2420 North Park Boulevard  
Santa Ana, CA 92706*

**\*P8. Recorded by:**

*Pedro Gomez, Associate Planner  
20 Civic Center Plaza M-20  
Santa Ana, CA 92702*

**\*P9. Date Recorded:**

*September 2, 2021*

**\*P10. Survey Type:**

*Intensive Survey*

**\*P11. Report Citation:** (Cite survey report and other sources, or enter "none")  
*None*

\*Attachments: ☐ None ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record  
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record  
☐ Artifact Record ☐ Photograph Record ☐ Other (list)

**BUILDING, STRUCTURE, AND OBJECT RECORD**

Page 2 of 3

\*NRHP Status Code 5S3

\*Resource Name or #: Cecil E. Tozier House

B1. Historic Name: Cecil E. Tozier House

B2. Common Name: Same

B3. Original Use: Single-family residence

B4. Present Use: Single-family Residence

\*B5. Architectural Style: Spanish Colonial Revival

\*B6. Construction History: (Construction date, alterations, and date of alterations): February 4, 1927. Constructed. \$8,000.

January 25, 1978. Breakfast nook for Ed Cocco, owner. \$900.

\*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: \_\_\_\_\_ Original Location: \_\_\_\_\_

\*B8. Related Features: Attached Garage.

B9a. Architect: Unknown

b. Builder: E.A. Noe

\*B10. Significance: Theme Residential Architecture

Area Santa Ana

Period of Significance: 1927

Property Type: Single-family Residence

Applicable Criteria: C/3

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity)

*The Cecil E. Tozier House is architecturally significant as a characteristic example of the Spanish Colonial Revival style. This house was originally constructed in 1927 and was valued at approximately \$8,000, according to the original building permit. At the time of its construction, the listed property owner was the Olbert A. Haley, who lived in the property for seven years with wife Ellen Haley. Mr. Haley, a partner in Haley and O'Conner, sold Hudson automobiles. In 1923, Haley was listed as a partner in the Dodge Brothers Motor Court located at 415 North Bush Street (Marsh, 1998). After 1934, the property was sold multiple times, including to Colonel William G. Archer (1934), O.E. Scharer (1937), and Mary E. Schofield (1938). Mary E. Schofield graduated from the University of California and taught mathematics at Santa Ana Polytechnic High School. In 1940, the property was sold to Cecil E. and Mary E. Tozier who resided on the property until the 1950s. Cecil E. Tozier was a "master musician," who played with the bands of John Phillip Sousa (five seasons), Arthur Pryor (two seasons), Herbert L. Clarke, among others. As a woodwind player, Tozier played the English horn, oboe, clarinet, and saxophone, but also played the piano. While not playing in an orchestra, Tozier would teach out of his home. The property was sold to R. G. Harris in 1962 who resided in the property until 1978.*

(See Continuation Sheet 3 of 3.)

B11. Additional Resource Attributes: (List attributes and codes) \_\_\_\_\_

\*B12. References:

Ancestry.com

City of Santa Ana Building Permits

Santa Ana History Room Collection, Santa Ana Public Library

Sanborn Maps

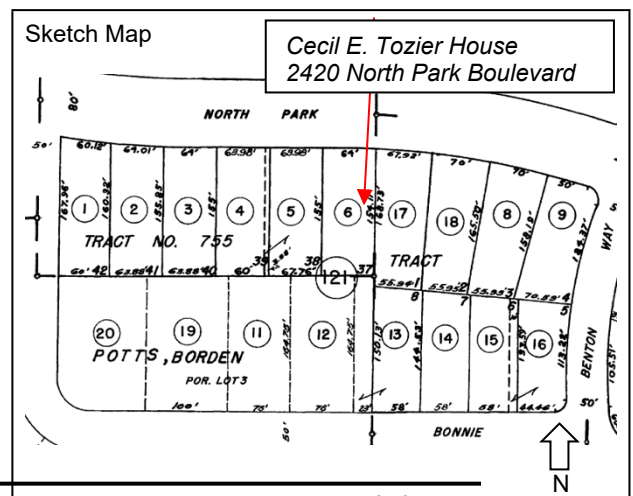
(See Continuation Sheet 3 of 3.)

B13. Remarks:

\*B14. Evaluator: Leslie Heumann, Chattel Inc.

\*Date of Evaluation: September 2, 2021

(This space reserved for official comments.)



Historic Resources Commission

4 - 19

9/2/2021

State of California — The Resources Agency  
DEPARTMENT OF PARKS AND RECREATION  
**CONTINUATION SHEET**

Primary # \_\_\_\_\_

HRI # \_\_\_\_\_

Trinomial \_\_\_\_\_

Page 3 of 3

Resource Name: *Cecil E. Tozier House*

\*Recorded by *Pedro Gomez*

\*Date *September 2, 2021* ☒ Continuation ☐ Update

**\*B10. Significance (continued):**

*Santa Ana was founded by William Spurgeon in 1869 as a speculative town site on part of the Spanish land grant known as Rancho Santiago de Santa Ana. The civic and commercial core of the community was centered around the intersection of Main and Fourth Streets. Stimulated by the arrival of the Santa Fe Railroad and incorporation as a city in 1886, and selection as the seat of the newly created County of Orange in 1889, the city grew outwards, with residential neighborhoods developing to the north, south, and east of the city center. Agricultural uses predominated in the outlying areas, with cultivated fields and orchards dotted with widely scattered farmhouses.*

*The Cecil E. Tozier House is located in Floral Park, a neighborhood northwest of downtown Santa Ana bounded by West Seventeenth Street, North Flower Street, Riverside Drive, and Broadway. Groves of oranges, avocados, and walnuts and widely scattered ranch houses characterized this area before 1920. Developer and builder Allison Honer (1897-1981), credited as the subdivider and builder of a major portion of northwest Santa Ana, arrived in Santa Ana from Beaver Falls, New York in 1922 (Talbert, pages 353-356). "Before nightfall on the day of his arrival, Mr. Honer purchased a parcel of land. And that month, he began building custom homes in Santa Ana" (Orange County Register, September 15, 1981). The parcel chosen became the Floral Park subdivision between Seventeenth Street and Santiago Creek. "When built in the 1920s, the Floral Park homes were the most lavish and expensive in the area. They sold for about \$45,000 each" (Orange County Register, September 15, 1981). Revival architecture in a wide variety of romantic styles was celebrated in the 1920s and 1930s and Floral Park showcased examples of the English Tudor, French Norman, Spanish Colonial, and Colonial Revival. The Allison Honer Construction Company went on to complete such notable projects as the 1935 Art Deco styled Old Santa Ana City Hall, the El Toro Marine Base during World War II, and the 1960 Honer Shopping Plaza. Honer lived in the neighborhood he had helped to create, at 615 West Santa Clara Avenue.*

*In the late 1920s and 1930s, another builder, Roy Roscoe Russell (1881-1965), continued developing the groves of Floral Park. An early Russell project was his 1928 subdivision of Victoria Drive between West Nineteenth Street and West Santa Clara Avenue. The homes were quite grand and displayed various revival styles, including Russell's own large, Colonial Revival mansion at 2009 Victoria Drive. In the early post World War II years, Floral Park continued its development as numerous, smaller, single-family houses were built. Continuing in the Floral Park tradition, they were mostly revival in style. In the 1950s, low, horizontal Ranch Style houses completed the growth of Floral Park. Today (2021) Floral Park maintains its identity as the premier neighborhood of Santa Ana, historically home to many affluent and prominent citizens.*

*The Cecil E. Tozier House qualifies for listing in the Santa Ana Register of Historical Properties under Criterion 1 for its exemplification of the Spanish Colonial Revival style. Additionally, the house has been categorized as "Contributive" because it contributes to the overall character and history of Floral Park and is representative example of Spanish Colonial Revival architecture (Santa Ana Municipal Code, Section 30-2.2). Character-defining features of the Cecil E. Tozier House that should be preserved include, but may not be limited to: one-story massing; roof (cross-gabled configuration, clay barrel tile covering, overhangs where present); exterior finishes (hand-troweled stucco); front patio (half-height patio wall, arcade); covered front entry; attached chimney; recessed window and door openings; and original doors and windows, where extant.*

**\*B12. References (continued):**

- Harris, Cyril M. American Architecture: An Illustrated Encyclopedia. New York, WW Norton, 1998.*  
*Marsh, Diann. Santa Ana, An Illustrated History. Encinitas, Heritage Publishing, 1994.*  
*McAlester, Virginia and Lee. A Field Guide to American Houses. New York: Alfred A. Knopf, 1984.*  
*National Register Bulletin 16A. "How to Complete the National Register Registration Form." Washington DC: National Register Branch, National Park Service, US Dept. of the Interior, 1991.*  
*Office of Historic Preservation. "Instructions for Recording Historical Resources." Sacramento: March 1995.*  
*Whiffen, Marcus. American Architecture Since 1780. Cambridge: MIT Press, 1969.*  
*Santa Ana and Orange County Directories, 1905-2021.*  
*Newspapers.com (Santa Ana Register)*  
*"Passes \$1,000,000 Mark In Car Sales In Six Years Here." Santa Ana Register, 20 October 1923.*  
*"Experienced Instructors Will Join Teaching Staff At Beginning Of New Year." Santa Ana Register, 12 July 1926.*  
*"C.E. Tozier, Orange County Boy, Member of Sousa Band Appearing In S.A. Tomorrow." Santa Ana Register, 7 November 1928.*  
*"Tozier To Speak On Oboe Saturday." Santa Ana Register, 30 May 1940.*  
*"Introducing...Cecil E. Tozier" Display Ad. Santa Ana Register, 14 September 1940.*  
*"Cecil E. Tozier" Display Ad. Santa Ana Register, 5 October 1940.*

Exhibit C

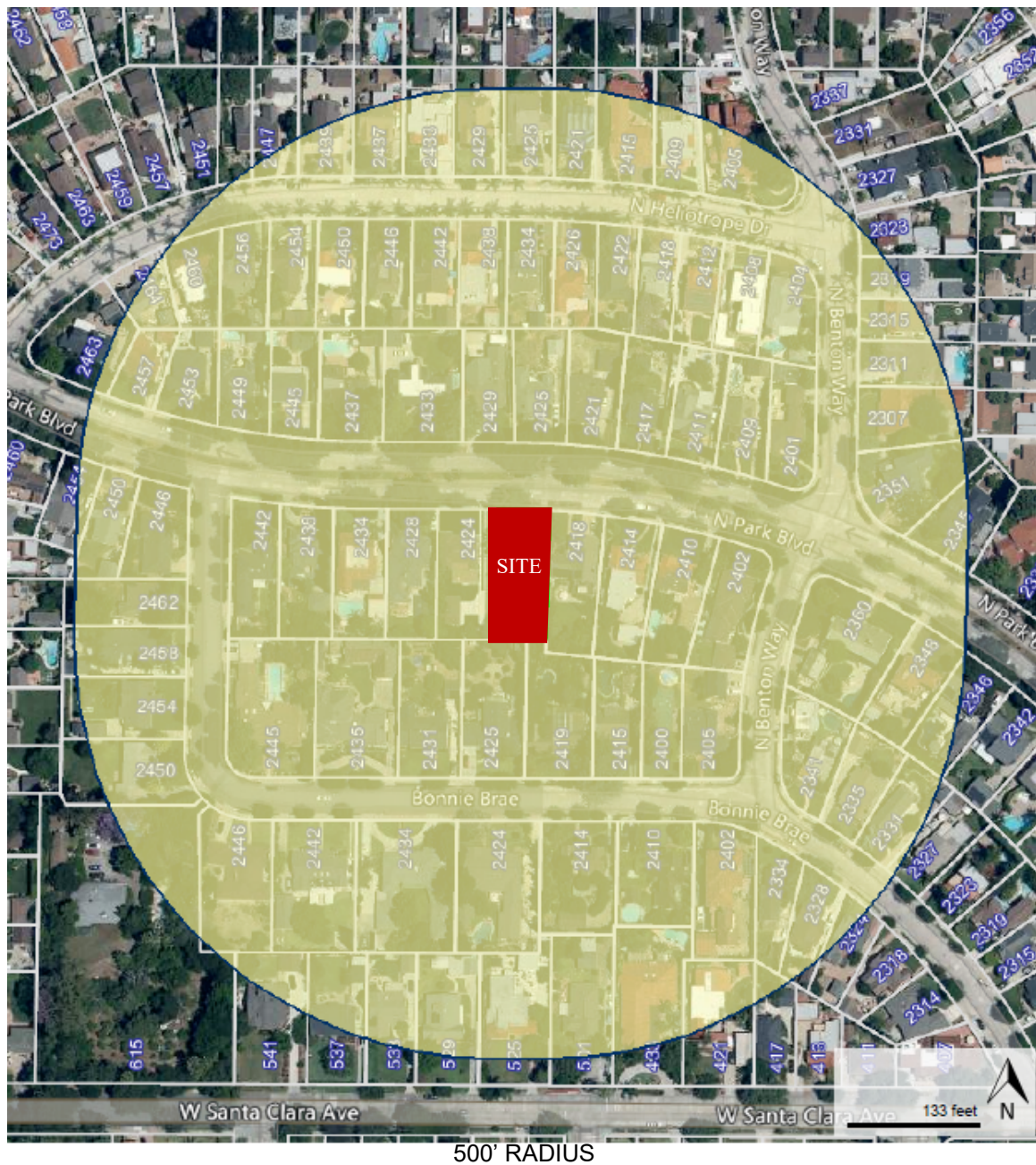
Exterior work shall be reviewed by the Historic Resources Commission and subject to the U.S. Secretary of the Interior's Standards for Rehabilitation of Historic Buildings, as follows:

1. Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures, and sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.
5. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site shall be treated with sensitivity.
6. Deteriorated architectural features shall be repaired rather than replaced, whenever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from the other buildings or structures.
7. The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
8. Every reasonable effort shall be made to protect and reserve archaeological resources affected by, or adjacent to any project.
9. Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with

size, scale, color, material and character of the property, neighborhood, or environment.

10. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations need to be removed in the future, the essential form and integrity of the structure would be unimpaired.





HRC 2021-17/ HRCA 2021-17/ HPPA 2021-16  
2420 NORTH PARK BOULEVARD  
CECIL E. TOZIER HOUSE

PLANNING AND BUILDING AGENCY